I/B10

F.3

East African Railways and Harbours

Industrial Relations Machinery

1962

MSS African TU's
I EAR & H

B10

CONTENTS

Page

MEMORANDUM OF AGREEMENT

With Annexures 1

A—Central Joint Council 6

B—Disciplinary Procedure 8

C—Individual Grievances Procedure 13

D—Disputes Procedure 15

E—E.A.R. and H. Staff Tribunal 17

MODEL CONSTITUTIONS

Territorial Council 20

Local Staff Committee 23

MEMORANDUM OF AGREEMENT

made between

The General Manager of the East African Railways and Harbours of the first part, the Railway European Staff Association of Kenya of the second part, the Railway European Staff Association of Tanganyika of the third part, the Railway Asian Union, Kenya, of the fourth part, the Railway Asian Union, Tanganyika, of the fifth part, the Railway Asian Union, Uganda, of the sixth part, the Railway African Union, Kenya, of the seventh part, the Tanganyika Railway African Union of the eighth part and the Railway African Union, Uganda, of the ninth part

Interpretation.

1. In this Agreement unless the context otherwise requires:—

"Annexures" means the annexures to this Agreement.

"Central Joint Council" means the Central Joint Council for the East African Railways and Harbours composed of representatives of Management and Trade Unions as constituted and operated from time to time.

"Dispute" means that Management and staff at any level of Management and the Unions have been unable to reach agreement.

"Local Staff Committees" means Local Staff Committees composed of representatives of Management and staff as constituted and operated from time to time.

"Lockout" means the closing of a place of employment or the suspension of work or the refusal by an employer to continue to employ any number of persons employed by him in consequence of a trade dispute, done not with the intention of finally determining employment but with a view to compelling those persons, or to aid another employer in compelling persons employed by him, to accept terms or conditions of or affecting employment.

"Management" means the General Manager of the East African Railways and Harbours Administration or any officer or officers of the East African Railways and Harbours Administration authorized by the General Manager in that behalf.

"Salaries" means salary scales, wage rates, overtime rates and allowances.

"Staff" means all employees of the East African Railways and Harbours Administration.

"Staff Regulations" means the East African Railways and Harbours Administration Staff Regulations as amended or replaced from time to time.

"Strike" means the cessation of work by a body of persons employed, acting in combination, or a concerted refusal or a refusal under a common understanding of any number of persons employed to continue to work for an employer in consequence of a trade dispute, done as a means of compelling their employer, or any persons or body of persons employed, or to aid other employees in compelling their employer, or any persons or body of persons employed, to accept or not to accept terms or conditions of or affecting employment.

B10

"Terms and conditions of service" means leave, passages, pensions and other retirement benefits, hours of duty, medical arrangements, housing, uniforms, travel concessions, catering concessions and any other matter as may be from time to time agreed between the Management and the Unions.

"Territorial Councils" means those Territorial Councils composed of representatives of Management and Trade Unions as constituted and operated from time to time.

"The Territories" mean Tanganyika, Uganda and the Colony and Protectorate of Kenya.

"Trade dispute" means any dispute or difference between employers and employees, or between employees and employees, connected with the employment or non-employment, or the terms of the employment, or with the conditions of labour, of any person.

"Union" means any Staff Association or Trade Union which is a party to this Agreement.

Objects.

2. This Agreement shall regulate the relations and the procedure to be followed in negotiation and consultation between Management and the Unions and staff and recognize those forms of industrial relations machinery which shall be set up from time to time by mutual agreement.

Annexures part of Agreement.

3. The annexures shall form part of this Agreement and shall be read and construed as one with this Agreement. The annexures are as follows:—

Annexure A = Constitution of Central Joint Council.
Annexure B = Disciplinary Procedure.
Annexure C = Individual Grievances Procedure.
Annexure D = Disputes Procedure.
Annexure E = Composition and function of the East African Railways and Harbours Staff Tribunal.

Recognition of Unions.

4. (*a*) In all matters appertaining to wages, salaries, terms and conditions of service the Management accords full recognition to each Union as the representative of such part of the staff as such Union represents in accordance with its constitution and provided for in the negotiating machinery set up from time to time.

(*b*) Management will not enter into any negotiations or consultations with any Union otherwise than through one of its authorized officials or representatives.

(*c*) Management will not recognize any Union, other than a Union which is a party to this Agreement, as having any right to negotiate or to submit representations on behalf of a member of the staff.

Union Officials.

5. Each Union undertakes to inform the Management of the names of its officials and representatives who must be duly elected or appointed in accordance with the provisions of the appropriate Territorial Trade Union Ordinance and the constitution of that Union.

Management to afford facilities for business.

6. The Management undertakes to afford such reasonable facilities to the officials or representatives of the Unions as are necessary to enable them to conduct their business. The Unions agree to recognize that a member of the staff will not be allowed to engage in activities on behalf of a Union during working hours except with the permission of his superior officer, such permission not to be unreasonably withheld.

Procedure for submission of representation.

7. (1) The procedure for the submission by a Union of representations on matters for the consideration of the Management shall be as follows:—

(*a*) *The Branch Secretary* or other constitutionally appointed representative of the Union concerned including District and Regional Secretaries will communicate as follows—

(i) in minor matters concerning a particular office, workshop, station or depot, with the supervisor in charge;

(ii) in departmental matters, with the local District Officer or departmental representative concerned, including Heads of Departments in respect of matters of concern to Headquarters Staff employed by such Heads of Departments;

(iii) in matters of local concern affecting more than one department, with the Assistant Industrial Relations Officer, Regional Industrial Relations Officer or District Industrial Relations Officer as the case may be, provided that matters connected with salaries and conditions of service will be dealt with through the headquarters of the Union concerned.

(*b*) *A Regional Secretary in Tanganyika* who has raised a matter with the appropriate District Officer and is unable to reach agreement with that officer may pursue the matter with the Head of Department concerned in accordance with clause 7 (1) (*c*) (ii).

(*c*) *The General Secretary* (or the President if the Union so require) of the Union concerned will communicate as follows—

(i) on matters of general policy, with the General Manager or the Assistant General Manager, Tanganyika, or the Regional Representative, Uganda;

(ii) on matters which are of concern to a particular department and which do not involve a question of general policy, with the Head of Department concerned, or in the case of urgency, with the local District Officer;

(iii) in the case of the Port Department, the General Secretaries, or Presidents, of Kenya Unions may delegate their functions under (ii) to their Branch Secretaries at Mombasa.

(2) All representations will normally be in writing, supported by a statement which to the best of the knowledge and belief of the Union submitting the case is a full and accurate statement of fact.

Individual cases.

8. Submissions relating to a case concerning individual members of the staff will not be represented by the Headquarters of any Union to the Management unless—

(i) the case relates to a matter of principle or relates to a grievance affecting a group of staff; or

(ii) if the case relates to a punishment inflicted on a member of the staff, or to any other grievance of a serious nature, and the member of the staff has previously complied with the appeal procedure laid down in the annexures to this Agreement.

Negotiating machinery.

9. The Management and each Union undertake that negotiations and consultations between the Management and the Unions on behalf of the staff shall be conducted in accordance with the industrial relations machinery described in this Agreement and the annexures and such other domestic consultative machinery as may, with mutual agreement, operate from time to time.

Consultation and negotiation.

10. The Management agrees that all alterations to salaries and to terms and conditions of service of the staff shall be the subject of prior notification, consultation and negotiation with the Unions concerned.

Proviso.

11. It is hereby recognized and declared that all matters provided for in this Agreement shall be subject to the provisions of any law from time to time in force in the Territories, and that Agreement reached in the Central Joint Council or Territorial Councils may, where necessary, require ratification by the Ministerial Communications Committee (Railways and Harbours) on behalf of the Central Legislative Assembly or the East African Common Services Authority as the case may be.

Recognition of duties and responsibilities.

12. The Management and each Union, recognizing the duties and responsibilities of the East African Railways and Harbours as a public transport undertaking, affirm that it is in their mutual interests to maintain the services at a high standard of efficiency, and to secure the maximum productivity of labour consistent with reasonable working hours and working conditions.

Press and radio publicity or propaganda.

13. The Management and each Union will use their best endeavours to avoid publicity or propaganda in respect of any question whilst it is under discussion in accordance with the machinery provided in this Agreement, but this does not preclude discussion within the respective organizations of the parties concerned. If it is necessary to issue a public statement on the progress of negotiations such a statement shall be agreed between all the parties concerned.

Strikes or lockouts.

14. (1) The Management and each Union undertake that there will be no strike, or lockout, or any attempt to hinder the operation of the services in respect of any matter under dispute until the full negotiating machinery as laid down has been fully utilized.

(2) The Management and each Union further agree to give not less than 14 days' notice of intention to strike or to effect a lockout in the event of failure to reach settlement of any particular issue through such negotiating machinery.

No derogation from rights of E.A.C.S.A. or Management.

15. Nothing in this Agreement will be construed as in any way derogating from the rights of the East African Common Services Authority or of the Management to dismiss, terminate the services of, or take disciplinary action against any employee in accordance with the East African Railways and Harbours Act, the Staff Regulations, any other terms and conditions of his employment and any relevant joint agreement made between Management and the Unions. The right of an employee to appeal against any such dismissal, termination of service or disciplinary action is recognized.

Duration.

16. This Agreement will be determinable by the Management on giving three months' notice in writing to each or any Union or, in relation to any Union, by that Union giving three months' notice in writing to the Management. Where any Union gives notice as aforesaid

rtake that negotiations
d the Unions on behalf
with the industrial rela-
and the annexures and
as may, with mutual

tions to salaries and to
hall be the subject of
ion with the Unions

at all matters provided
provisions of any law
, and that Agreement
ritorial Councils may,
inisterial Communica-
behalf of the Central
non Services Authority

gnizing the duties and
d Harbours as a public
ir mutual interests to
ficiency, and to secure
stent with reasonable

will use their best
espect of any question
h the machinery pro-
lude discussion within
rned. If it is necessary
f negotiations such a
concerned.

undertake that there
hinder the operation
dispute until the full
y utilized.

her agree to give not
or to effect a lockout
any particular issue

construed as in any
can Common Services
minate the services of,
e in accordance with
the Staff Regulations,
nent and any relevant
the Unions. The right
missal, termination of

by the Management
or any Union or, in
ree months' notice in
es notice as aforesaid

and ceases to be a party to this Agreement, the Agreement will remain in force in relation to the Management and the remaining Unions.

Modification.

17. (1) This Agreement may be modified at any time by mutual agreement of the Management and all the Unions at the time of such modification.

(2) Where any Union has terminated this Agreement it may, by agreement in writing with the Management, again become a party hereto with effect from such date as may be agreed between the Management and such Union.

(3) Any other East African Railways and Harbours Staff Association or Trade Union or recognized Federation of such Staff Associations or Trade Unions may, by agreement with the Management and the majority of all Unions, become a party to this Agreement with effect from the date on which its representative becomes a signatory hereto and, in that event, the term "Union" will apply to such Staff Association or Trade Union.

Date.

18. This Agreement shall supersede the previous Agreement(s) dated 27th January, 1960, between the Commissioner for Transport, the Railway European Staff Association of Kenya, the Railway European Staff Association of Tanganyika, the Railway Asian Union, Kenya, and the Railway Asian Union, Uganda. This Agreement shall come into effect from the 21st day of March, 1962, and shall remain in force for not less than 12 months from the effective date.

Dated this 21st day of March, 1962.

G. P. G. MACKAY,
General Manager.

R. N. KIRTON,
on behalf of the Railway European
Staff Association, Kenya.

W. E. ELISTON,
on behalf of the Railway European
Staff Association, Tanganyika.

JAMNA DASS,
on behalf of the Railway Asian
Union, Kenya.

N. K. KARMALI,
on behalf of the Railway Asian
Union, Tanganyika.

M. MASIHI,
on behalf of the Railway Asian
Union, Uganda.

I. O. MANGO,
on behalf of the Railway African
Union, Kenya.

A. HUSSEIN,
on behalf of the Tanganyika
Railway African Union.

H. M. LUANDE,
on behalf of the Railway African
Union, Uganda.

In the presence of K. Bechgaard.

Annexure A

EAST AFRICAN RAILWAYS AND HARBOURS
CENTRAL JOINT COUNCIL

CONSTITUTION

1. Composition of the Council

(1) MEMBERS

(*a*) *Chairman*

An independent Chairman nominated by the Council shall be appointed by the East African Common Services Authority. In the event of failure to reach agreement on the appointment of a Chairman, nominations shall be submitted by the Council and a final decision will rest with the Common Services Authority.

(*b*) *Management Representatives*

Six representatives to be nominated by the General Manager.

(*c*) *Staff Representatives*

Three representatives nominated by the East African Railways and Harbours European Staff Associations.

Three representatives nominated by the East African Railways and Harbours Asian Unions (one each to be from Kenya, Tanganyika and Uganda Unions).

Six representatives nominated by the Railway African Unions (two each from the Kenya, Tanganyika and Uganda Unions).

(2) *General*

(*a*) The Industrial Relations Officer shall attend as an observer and shall only speak or offer advice at the request of the Chairman.

(*b*) The General Manager shall have the right to substitute any other officer in place of any of the representatives of the Management nominated by him.

(*c*) The representatives of the staff shall be selected by the Staff Associations or Railway Unions in such manner as they may decide and they shall make provisions for the appointment of deputies. The Associations or Unions may, if they so desire, vary the members selected to represent them.

(*d*) A Secretary for the Council, who is mutually acceptable to the Council, shall be appointed by the General Manager. The Secretary shall not be a member of the Council.

2. Functions of the Council

The Council shall have the following duties and functions:—

(*a*) The establishment and constitution of Territorial Councils.

(*b*) The determination of a model constitution for Local Staff Committees.

(*c*) The negotiation of a procedure for dealing with disputes.

(*d*) The negotiation of a disciplinary procedure and any other representations.

(*e*) The negotiation of wages and salaries and other terms and conditions of employment for all staff.

(*f*) To consider matters referred to it by the Territorial Councils.

(*g*) Prior consultation on all matters of common interest including Union/Management relationships.

Paragraph I (I) (c)

Staff Representation.

Twelve representatives, four each from Kenya, Tanganyika and Uganda, nominated by the Staff Organisations currently registered and recognised by the Territorial Governments. For the present this shall be four representatives nominated by the Tanganyika Railway African Union. two representatives nominated by the Railway African Union(Kenya), one representative nominated by the Railway Asian Union(Kenya), one representative nominated by the Railway European Staff Association(Kenya), three representatives nominated by the Railway African Union(Uganda), and one representative nominated by the Railway Asian Union(Uganda).

Annexure A

ARBOURS
L

cil shall be appointed by
event of failure to reach
ations shall be submitted
nmon Services Authority.

lanager.

larbours

larbours
nions).

ich from

nd shall

er officer
him.

ociations
all make
may, if

Council,
member

ocal Staff Committees.
disputes.
other representations.
rms and conditions of

l Councils.
rest including Union/

---

3. *Procedure*

(*a*) The Council shall meet at least twice a year but normally three times a year in the months of February, June and October. Special meetings shall be arranged as considered necessary by the Chairman himself or with the Chairman's agreement at the request of the Management or any one of the Unions/Associations represented in Council. The first meeting shall be held in Nairobi. Thereafter the meetings shall normally rotate between Dar es Salaam, Kampala and Nairobi but the Council shall decide at each meeting on the place where the next meeting is to be held.

(*b*) All matters which either Management or any one of the Union/Association representatives of the Council desire to be referred to the Council shall in the first place be submitted to the Secretary thirty days prior to the date of the meeting.

(*c*) The agenda for the meetings will be prepared by the Secretary and approved by the Chairman. The agenda together with memoranda, will then be submitted to each member of the Council at least fourteen days before the date of the meeting. No question which is not on the agenda shall be discussed except with the express consent of the Chairman.

(*d*) If the Chairman does not attend the whole or part of any meeting, the members present shall among themselves by mutual consent elect a member to act as Chairman for that or for the remainder of that meeting.

(*e*) The Council shall have the power to appoint Committees with specifically defined terms of reference to deal with such matters as it may decide. The Chairman of the Council shall be Chairman of the Committees.

(*f*) All matters discussed in Council may, if necessary and in accordance with the Disputes Procedure at Annexure "D" of the Memorandum of Agreement, be referred to the Tribunal or to conciliation and arbitration.

(*g*) Decisions shall be arrived at by mutual agreement failing which the procedure outlined in paragraph (*f*) above may be adopted.

(*h*) Decisions reached in regard to the basic terms and conditions of service shall be incorporated in signed agreements between the Management and Staff representatives.

(*i*) Minutes of the meetings of the Council shall be prepared by the Secretary and a copy thereof shall be submitted to the General Manager and the members of the Council within fourteen days of the meeting.

(*j*) The Chairman, Management and Unions/Associations shall use their best endeavours to avoid publicity or propaganda in respect of any question whilst it is under consideration in accordance with the terms of this Constitution but this is not intended to preclude discussion within the organizations concerned.

(*k*) By permission of the Chairman, the Council or a Committee shall have the right to call witnesses (who shall normally be employees of the Administration) for a particular question under discussion. Any witness shall be permitted to make a statement and answer questions relevant to the subject matter on which he has been called.

(*l*) All members of the Council or Committees shall be regarded as "on duty" for the period of the meetings.

(*m*) The Staff side shall be granted facilities for assembling together one day prior to the date of the meeting.

(*n*) Amendments to the Constitution of the Council may be made at a meeting specially called for the purpose after notice of any proposed amendment has been received by the Chairman at least 30 days before the meeting.

Annexure B

DISCIPLINARY PROCEDURE

(*Note.*—At the time this procedure was under discussion it was understood that a Bill was being prepared to establish a Railways and Harbours Service Commission which would contain regulations governing discipline. Although these regulations were unknown, the meeting considering disciplinary procedure were of the opinion that such procedure could be agreed on the understanding that it would be subject to the overriding provisions of the regulations when they came into force.)

1. The following procedure will apply in cases where an employee is alleged to have committed an offence as described in Staff Regulation 351. It should, however, be noted that the letters, Appendices A and B, referred to below should not be issued when it is evident at the outset that the alleged offence would not warrant more than a verbal caution.

SECTION A

2. When an employee is alleged to have committed an offence which would normally be punishable by a "warning" or a "reprimand" he will be asked in writing, in accordance with Appendix A, as early as possible after the occurrence for his explanation.

3. The employee will be requested to give his explanation in writing within 72 hours of the receipt of the letter (Appendix A) or in the case of an illiterate employee to affix his thumbprint within such time in token of his agreement with a statement recorded on his behalf. The period of 72 hours will not necessarily be imposed as a rigid maximum but consideration will be given to a case in which a man asks for a reasonable extension of the period which extension shall not exceed 96 hours, to enable him to complete his statement of explanation.

4. If the explanation is acceptable the employee will be so advised.

5. If the explanation is not forthcoming or is not acceptable to the officer judging the case, the punishment of "warning" or "reprimand" may be awarded by that officer.

6. If a period of one year elapses without further punishment for a similar offence, previous punishments awarded under this section for such similar offences shall be expunged from the employee's record.

For this purpose offences shall be regarded as similar which fall within the same classifications, (*a*), (*b*), (*c*), (*d*) or (*e*) in Staff Regulation 351.

Staff shall not be accused of an offence under classification (*e*) when it should more properly fall within classification (*a*), (*b*), (*c*) or (*d*).

7. The issuing of a letter as at Appendix A will not preclude Management from withdrawing this and issuing a letter as at Appendix B should it subsequently be found that the offence is one covered by Section B of this procedure.

SECTION B

8. (*a*) Where an employee is alleged to have committed an offence which would result in a punishment other than that provided for in Section A above, he will be informed in writing in accordance with Appendix B as early as possible of the nature of the alleged offence.

as understood that
Harbours Service
iscipline. Although
g disciplinary pro-
be agreed on the
provisions of the

mployee is alleged
on 351. It should,
d to below should
offence would not

fence which would
e will be asked in
fter the occurrence

in writing within
ase of an illiterate
his agreement with
vill not necessarily
given to a case in
ich extension shall
of explanation.

advised.

able to the officer
” may be awarded

ment for a similar
ch similar offences

ich fall within the
351.

ation (*e*) when it
)

clude Management
B should it subse-
of this procedure.

an offence which
Section A above,
as early as possible

(*b*) Where an employee is alleged to have committeed an offence which would normally be dealt with under Section A but has been punished for a similar offence or offences within the previous twelve months, he may be dealt with under this Section instead of under Section A. A similar offence shall be as defined in Clause 6.

(*c*) If an offence which would normally be dealt with under Section A is dealt with under Section B and the offence is proved but the punishment is one of “warning” or “reprimand” the punishment shall be dealt with as provided for under Clause 6.

9. Where an employee is alleged to have committed an offence under this section the allegation shall be investigated departmentally but, pending the result of such investigation and where the circumstances warrant such a course, the employee may on the authority of the Head of Department or other duly authorized officer, be suspended from duty. The amount of salary to be paid to an employee under suspension will be at the discretion of the Head of Department but the rate of payment shall, unless the circumstances are exceptional, be not lower than half salary for the period of suspension.

10. The employee shall within 72 hours of the receipt of a letter in accordance with Appendix B, either—

(*a*) state his defence in writing (or in the case of an illiterate employee affix his thumbprint in token of his agreement with a statement recorded on his behalf) and in so doing advance any extenuating circumstances; or

(*b*) state in writing that he reserves his defence until the hearing in accordance with the provisions of Clauses 11 and 12.

The period of 72 hours will not necessarily be imposed as a rigid maximum but consideration will be given to a case in which a man asks for a reasonable extension of the period which extension shall not exceed 96 hours, to enable him to complete his statement of explanation.

11. The employee, if he so desires, may be heard in person before the officer dealing with the case.

12. During the hearing of the case the employee—

(*a*) will be permitted to call witnesses, and

(*b*) may be accompanied if he so desires by a spokesman who shall either be a fellow employee working, at the time of the alleged offence, in the same Railway Departmental District as the individual making the appeal, or a representative of his Union.

13. If after investigation of such written defence or alternatively after such hearing before the appropriate officer the employee is found guilty he will be informed in writing as early as possible of the decision and the punishment awarded. If the punishment should be that of dismissal this will be subject to confirmation by higher authority.

14. In cases in which an employee has been charged with an offence and it is decided at any stage of the procedure that no further action is to be taken the employee concerned shall be notified accordingly as early as possible.

15. The procedure set out in clauses 10 to 13 shall not apply in cases of exceptionally grave misconduct in which summary action by the Management is justifiable and shall not preclude suspension from duty in cases in which the Management consider this necessary.

SECTION C—APPEAL PROCEDURE

16. An employee awarded a punishment under either Section A or Section B of this procedure shall have the right of appeal against the findings and/or penalty to the appropriate superior officer of Management who will be an officer superior in rank to the officer who has dealt with the case in the first instance. Any such appeal must be made in writing within 14 days. The appeal shall be heard and decided as early as possible.

17. If the employee appealing so desires—

(*a*) he may appear in person before the officer hearing the appeal;

(*b*) he may be accompanied if he so desires by a spokesman who shall be a fellow employee working at the time of the alleged offence in the same Railway Departmental District as the individual making the appeal, or a representative of his Union.

18. Where an employee has been summarily dealt with in a case of exceptionally grave misconduct under the provisions of Clause 15 of Section B and thereafter submits an appeal in writing, the appeal procedure laid down in paragraphs 16 and 17 shall be operative.

SECTION D—GENERAL

19. No union will intervene directly, except as already provided for, in disciplinary procedure unless and until the procedure has been followed. When the procedure has been carried to completion, if any Union of which the employee concerned may be a member, considers that he has been unjustly treated the Union may make direct representations to Management.

RE

Section A or Section B
st the findings and/or
t who will be an officer
se in the first instance.
ys. The appeal shall be

g the appeal;

pokesman who shall be
alleged offence in the
dual making the appeal,

ith in a case of excep-
e 15 of Section B and
dure laid down in para-

eady provided for, in
s been followed. When
of which the employee
n unjustly treated the

Appendix A

EAST AFRICAN RAILWAYS AND HARBOURS

Date ...., 19....

From .... To ....

....

....

1. Please let me have your explanation in writing, within 72 hours of receipt of this letter, of the following occurrence.

2. It will be assumed that you do not wish to give any explanation if you do not reply within 72 hours (but *see* paragraph 3) and you will be advised of the action proposed to be taken.

3. If you are unable to prepare your explanation within 72 hours you may apply for an extension of up to a further 96 hours.

Time ....
(*Designation*)

Date .... Received ....
(*Signature or thumb impression*)

Appendix B

EAST AFRICAN RAILWAYS AND HARBOURS

Date ...., 19....

From .... To ....
....
....

1. It is alleged that you have committed an offence as detailed below.

2. You are asked to reply within 72 hours of receipt of this letter—

(*a*) indicating your answer to the allegation ; OR

(*b*) stating that you wish to reserve your defence and apply for a personal hearing.

3. It will be assumed that you do not wish to give any explanation if you do not reply within 72 hours (but *see* paragraph 4) and you will be advised of the action proposed to be taken.

4. If you are unable to prepare your explanation within 72 hours you may apply for an extension of up to a further 96 hours.

Time ....
(*Designation*)

Date .... Received ....
(*Signature or thumb impression*)

Appendix B

RBOURS

..............., 19....

....

....

....

as detailed below.

ot of this letter—

d apply for a personal

any explanation if you
you will be advised of

ithin 72 hours you may

....
(*Designation*)

d ....
e or thumb impression)

Annexure C

EAST AFRICAN RAILWAYS AND HARBOURS

PROCEDURE FOR DEALING WITH INDIVIDUAL GRIEVANCES NOT BEING MATTERS OF DISCIPLINE

The following procedure shall be followed in cases where an employee has an individual problem or grievance not being a matter of discipline:—

1. He should first approach his immediate superior. In making such approach he may, if he wishes, be accompanied by his Local Staff Committee representative, by a fellow workman, or the Union representative. The immediate superior shall carefully consider any submission made to him and endeavour to settle the matter or indicate what other action he proposes to take.

2. If the employee is not satisfied with the decision or action proposed he may appeal direct to his District Officer for a hearing, advising his immediate superior that he is doing so. Where the employee is a member of a Trade Union recognized by Management he may, at such hearing, be accompanied by a Trade Union official or representative. If the employee is not a member of a Trade Union he may be accompanied at the hearing by a fellow workman.

3. As an alternative to the procedure set out in Clause 2 and if the matter appears to raise a question of general principle or is in the nature of a test case, an employee may, following the hearing of the case by his immediate superior, if the decision of the immediate superior is not acceptable, refer the matter to the Local Staff Committee. The Local Staff Committee shall decide whether the matter is one of principle or a test case. If it does so decide the Local Staff Committee shall deal with the matter.

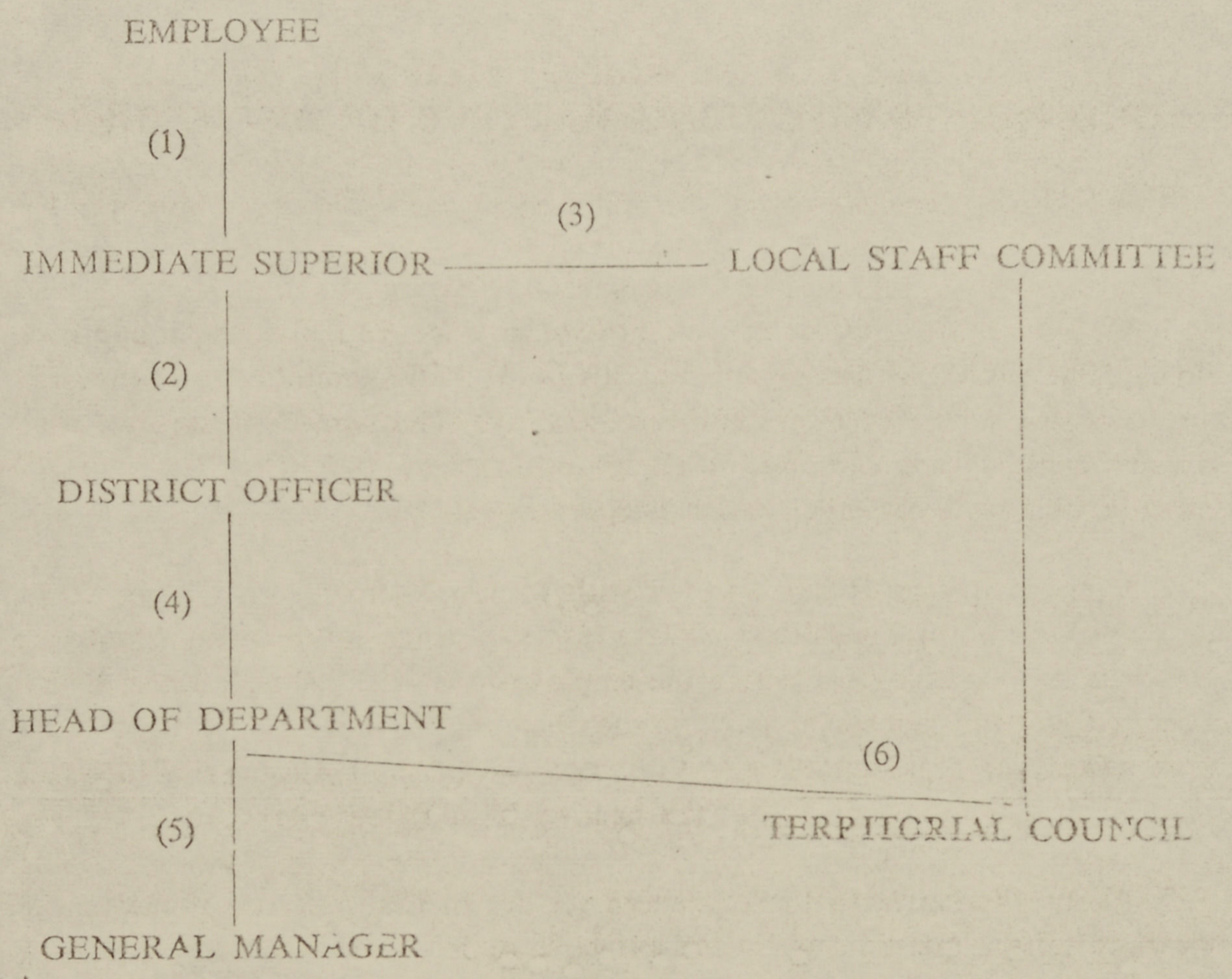
4. If the matter, having been dealt with under Clause 2, is still not disposed of to the satisfaction of the employee, he or his Union may appeal in writing to his Head of Department, informing his District Officer that he is doing so. The Head of Department shall consider the case and convey his decision in writing to the employee.

5. If the decision of the Head of Department is not acceptable, the employee or his Union may appeal in writing to the General Manager, who will convey his decision in writing.

6. As an alternative to the procedure set out in Clause 5, and if the matter appears to raise a question of general principle or is in the nature of a test case, the employee's Union may, if the decision of the Head of Department is not acceptable, refer the matter to the Territorial Council. The Territorial Council shall decide whether the matter is one of general principle or in the nature of a test case and if the Council does so decide it shall deal with the matter.

B16

DIAGRAMMATIC PROCEDURE FOR INDIVIDUAL GRIEVANCE REPRESENTATIONS



The figures in brackets refer to the appropriate clause in the procedure for dealing with Individual Grievances.

Annexure D

EAST AFRICAN RAILWAYS AND HARBOURS

DISPUTES PROCEDURE

1. This procedure sets out the methods, agreed between the signatories, to be adopted for the settlement of disputes as defined in the Memorandum of Agreement which may arise between the Management and staff.

2. Each signatory on behalf of the party he represents agrees that until the procedures as set out have been fully utilized his organization will not resort to strike or lock-out action. Further, in the event of any unauthorized stoppage before the procedure has been fully utilized, the parties concerned will take all possible steps to secure an immediate resumption of work to allow the procedure to operate.

3. It is agreed that no negotiations on the subject matter under dispute shall take place during the period of an unofficial stoppage of work but this shall not preclude joint efforts by the parties to this agreement to bring about a resumption of work.

Local Disputes

4. In the case of a dispute affecting a number of employees in a particular locality, the procedure for settlement shall be:

(*a*) Where there is in respect of the employees concerned a Local Staff Committee, the dispute shall be considered at a meeting of the Committee convened by the Chairman as soon as possible, who shall refer the dispute to a subcommittee, with specifically defined terms of reference, of the Local Staff Committee which shall consist of two Management representatives and two staff representatives. The Chairman of the subcommittee shall be the Chairman of the Local Staff Committee. The Committee shall have the right to call expert or interested witnesses (who shall be employees of the Administration) for a particular question under discussion. Any Union(s) party to this agreement if interested in the dispute shall be allowed to send an observer during the hearing of the dispute by the subcommittee.

(*b*) Where there is no Local Staff Committee, or where more than one Committee is involved in the dispute, the Union concerned shall discuss the dispute with the district officer or officers concerned.

(*c*) In the event of failure to reach agreement by the methods set out in subparagraphs (*a*) and (*b*) the dispute shall be referred to the appropriate Territorial Council by either side.

(*d*) When a dispute has been referred to a Territorial Council that Council may appoint a committee which shall consist of the Chairman of the Territorial Council and equal representation from each side, which representation will be limited to three, the members from the Staff side to be representative of the Unions concerned. It shall be the duty of the committee to endeavour to settle the dispute.

(*e*) If the committee referred to at (*d*) fails to agree it shall refer the dispute to the full Territorial Council which shall endeavour to settle it.

(*f*) In the event of the Territorial Council failing to reach agreement, the Union or the Management shall be free to take further action in accordance with the provisions of the relevant territorial trades disputes legislation.

B10

Territorial Disputes

5. In the event of a dispute arising between the two sides of the Territorial Council or any of that Council's duly appointed subcommittees (except a failure to agree on local disputes as set out in paragraph 4 of this Agreement) the procedure for settlement shall be:—

(*a*) If either side of the Council, or of any duly appointed subcommittee, wishes to pursue the matter they should refer it to the Central Joint Council for consideration.

(*b*) Any matters of a purely Territorial nature which are referred to the Central Joint Council, and which cannot be resolved in the Council, may be referred to the Tribunal or alternatively may be dealt with in accordance with the Territorial Trade Disputes (Arbitration and Inquiry) Ordinance, Kenya, or the Trade Disputes (Arbitration and Settlement) Ordinances, Tanganyika and Uganda, currently in force.

Interterritorial Disputes

6. (1) In the event of a dispute arising between the two sides of the Central Joint Council on an interterritorial matter, as referred to in Clause 3 (*f*) of the Constitution of the Central Joint Council, this may be referred to the Tribunal or alternatively it shall be open to either side of the Council to request the Chairman to ask the East African Common Services Authority to appoint a Mediator who will conciliate in an effort to reach agreement. Such a request to the Chairman shall be automatically accepted.

(2) In the event of failure to reach a settlement by reference to the procedure outlined in paragraph 6 (1) above, the Management and Unions may act in accordance with the Territorial Trade Disputes (Arbitration and Inquiry) Ordinance, Kenya, or the Trade Disputes (Arbitration and Settlement) Ordinances, Tanganyika and Uganda, currently in force, or may take whatever constitutional and legal action deemed to be appropriate.

ANNEXURE E

EAST AFRICAN RAILWAYS AND HARBOURS STAFF TRIBUNAL

Constitution of Tribunal.

1. (1) A standing East African Railways and Harbours Staff Tribunal (hereinafter referred to as "the Tribunal") shall be constituted, consisting of three members, as follows:—

(*a*) A Chairman, who shall be independent.

(*b*) One member (representative generally of employers) nominated, subject to paragraph 1 (2) hereof, from a panel of three by the Management.

(*c*) One member (representative generally of employees), subject to paragraph 1 (2) hereof, from a panel of representatives formed by one nomination from each Union on the panel.

(*d*) The Chairman of the Central Joint Council shall be informed by Management and the Staff side, at the beginning of each 12 months, of the persons forming the panels.

(2) No member of the serving staff of the E.A.R. & H. and no officer or member of a Railway Union shall be eligible for appointment as Chairman or member of the Tribunal.

(3) The appointment of the Chairman of the Tribunal shall be agreed by the Central Joint Council or, failing such agreement, by the Common Services Authority.

(4) The appointment of the Chairman of the Tribunal shall be for a period of not less than one year. In the event of the absence of the Chairman through indisposition or other causes, a temporary Chairman may be appointed (as provided for his appointment in paragraph 1 (3)) for the hearing and determination of a particular issue, and, in that event, all reference in this document to the Chairman shall be construed as references to the temporary Chairman so appointed.

Function of Tribunal.

2. The function of the Tribunal shall be to adjudicate on major issues concerning wages and salaries and terms and conditions of service which are referred to it.

Prior reference to Central Joint Council of all issues.

3. No issue shall be referred to the Tribunal which has not previously been considered by the Central Joint Council within three months before the reference.

Consent of Management and majority of interested Unions to reference.

4. (1) No issue shall be referred to the Tribunal except with the consent of the Management and of the majority of the representatives of all interested Unions.

Note.—A Union shall be deemed to be an interested Union if—

(i) there is a reasonable likelihood of any of the staff who are members of that Union being directly affected by a determination of the issue sought to be referred to the Tribunal; and

(ii) the representative of that Union so notifies the Administration.

(2) Provided that, where the Management and one or more of the interested Unions agree, an issue may be referred to the Tribunal notwithstanding that a majority of the representatives of the interested

---

f the Territorial
(except a failure
this Agreement)

d subcommittee,
he Central Joint

referred to the
the Council, may
t with in accord-
on and Inquiry)
and Settlement)

les of the Central
lause 3 (*f*) of the
d to the Tribunal
ouncil to request
hority to appoint
t. Such a request

rence to the pro-
d Unions may act
tion and Inquiry)
ment) Ordinances,
ever constitutional

Unions do not accord their consent to the reference and, in that event, the interested Union or Unions withholding consent—

(i) shall not be bound by the decision of the Tribunal in the manner provided by Clause 13 ;

(ii) shall not be entitled to be represented at the hearing before the Tribunal ; and

(iii) shall, for the purpose of Clauses 5 to 13 inclusive of this Annexure, be deemed not to be interested Union or Unions,

but subject to the foregoing may have a representative in attendance at the hearing as an observer whether the hearing is in public or in private.

Transmission of statement of facts, arguments, documents, etc.

5. Within seven days after notification in writing of the intention to refer a matter to the Tribunal, the Management or Union, as the case may be, referring the issue (subject to Clause 4), shall transmit to the Chairman a written statement setting out the facts material to the issue, the main arguments in support of its case and any documents relied upon and shall concurrently transmit a copy of such statement to every other interested Union and the Management.

Transmission of replies.

6. Within seven days after receipt of the statement pursuant to Clause 5, each of the interested Unions concerned or the Management, as the case may be, shall transmit to the Chairman a written statement setting out the material facts and any documents relied on and the main arguments in support of its case and shall concurrently transmit a copy of such statement to the Management or to the Union referring the issue to the Tribunal, as the case may be.

Time and place of hearing.

7. (1) The hearing of the issue referred to the Tribunal shall commence on a date to be notified by the Chairman to the Management and the Unions, being a date not later than seven days after the date of the receipt of the last statement transmitted pursuant to Clause 6.

(2) The hearing shall be in Nairobi except where the issue has been referred solely by a Union constituted in Tanganyika or Uganda in which event the hearing shall be held in Dar es Salaam or Kampala, as the case may be, unless the Management and all other interested Unions otherwise agree.

Representation before Tribunal.

8. (1) The case for the Management shall normally be presented by an officer of the E.A.R. & H. subject to the provisions of subclause (3) hereof. The case for each interested Union shall normally be presented by an officer or member of the Union. The case of each interested Union may, however, be presented by a past officer or member of the Union or by a representative of a Trade Union Organization to which the Union is affiliated subject to the provisions of subclause (3) hereof.

(2) Two or more interested Unions may nominate one spokesman to represent them collectively at the hearing.

(3) No person who has or has had a right of audience before a superior court of any of the territories or any other place may represent the Management or any Union.

nd, in that event,

Tribunal in the

hearing before

inclusive of this
nion or Unions,

ve in attendance
in public or in

of the intention
or Union, as the
), shall transmit
facts material to
d any documents
f such statement

nent pursuant to
the Management,
written statement
lied on and the
urrently transmit
Union referring

e Tribunal shall
to the Manage-
en days after the
tted pursuant to

re the issue has
nyika or Uganda
aam or Kampala,
other interested

ally be presented
ions of subclause
hall normally be
The case of each
a past officer or
a Trade Union
to the provisions

te one spokesman

audience before a
ace may represent

B10

Hearings.

9. The hearing before the Tribunal may be in private or public as the Tribunal shall decide.

Rights of Union to make representations or send observers.

10. Subject to the provisions of Clause 4, any Union may make representations to the Tribunal on matters affecting its interests, whether raised by the Management or another Union, or have its representative attend as an observer although not an interested Union within the meaning of this Annexure and whether the hearing is held in public or in private.

Procedure.

11. The Tribunal shall regulate its own procedure.

Decision of Tribunal.

12. The decision of the Tribunal on any issue shall, in the event of it being unable to agree as to an award, be the decision of the Chairman alone.

Findings of Tribunal to bind parties.

13. The findings of the Tribunal shall, subject to the provisions of this Agreement, be binding on the General Manager and all Unions heard or represented at the Tribunal, for a minimum period of six months from the date of the announcement of the decision and the Management and such Unions shall not refer to the Central Joint Council or to the Tribunal any matter which raises the same or substantially the same issues as have been determined by the Tribunal within six months after the date of the decision of the Tribunal.

Expenses of Tribunal and rates of remuneration.

14. (1) It shall be the aim of the Unions to contribute up to half the cost of the Tribunal but, at least for the first 12 months following the appointment of the Tribunal, the expenses of the Tribunal shall be met from the funds of the Management, unless otherwise agreed between the Management and the Unions.

(2) The rates of remuneration of the Chairman and members of the Tribunal shall be agreed by the Central Joint Council.

EAST AFRICAN RAILWAYS AND HARBOURS

TERRITORIAL COUNCIL (KENYA/TANGANYIKA/UGANDA)

MODEL CONSTITUTION

1. Composition of the Council

KENYA

(1) MEMBERS

(*a*) *Chairman*

Chief Establishment Officer.

(*b*) *Management Representatives*

Six representatives nominated by the General Manager.

(*c*) *Staff Representatives*

Three representatives nominated by the East African Railways and Harbours European Staff Association (Kenya).

Three representatives nominated by the East African Railways and Harbours Asian Union (Kenya).

Six representatives nominated by the Railway African Union (Kenya).

(*d*) *Secretary*

The Assistant Industrial Relations Officer.

TANGANYIKA

(1) MEMBERS

(*a*) *Chairman*

Assistant General Manager, Tanganyika.

(*b*) *Management Representatives*

Six representatives nominated by the General Manager.

(*c*) *Staff Representatives*

~~Three representatives nominated by the East African Railways and Harbours European Staff Association (Tanganyika).~~

~~Three representatives nominated by the East African Railways Asian Union (Tanganyika).~~

Nine ~~Six~~ representatives nominated by the Tanganyika Railway African Union.

(*d*) *Secretary*

The Industrial Relations Officer (T).

UGANDA

(1) MEMBERS

(*a*) *Chairman*

Regional Representative, Uganda.

(*b*) *Management Representatives*

Six representatives nominated by the General Manager.

B10

(*c*) *Staff Representatives*

Three representatives nominated by the East African Railways and Harbours European Staff Association, Uganda, as and when an Association is registered. In the meantime and for the first six months there shall be one representative nominated by the E.A.R. & H. European staff resident in Uganda.

Three representatives nominated by the East African Railway Asian Union (Uganda).

Six representatives nominated by the Railway African Union (Uganda).

(*d*) *Secretary*

The Industrial Relations Officer (U).

(2) GENERAL

(*a*) The General Manager may substitute any officer in place of any of the representatives of the Management nominated by him.

(*b*) The representatives of the staff shall be selected by the Railway Unions in such manner as they may decide and they shall make provisions for the appointment of deputies. The Unions may, if they so desire, vary the members selected to represent them.

(*c*) *Ex officio.*—The Industrial Relations Officer may attend meetings of the Council and may speak on request of the Council.

2. Functions of the Council

(*a*) The Council's functions are limited to those matters which affect staff in .... and are as follows:

- (i) The establishment, constitution and supervision of local Staff Committees in the territory.
- (ii) It shall consider and attempt to settle—
  - (*a*) any matters which may be referred to it by the Central Joint Council;
  - (*b*) any matters which may be referred to it by the General Manager and/or the Unions of the territory;
  - (*c*) any matters which may be referred to it by the local Staff Committees of the territory.
- (iii) Prior consultation on all matters of common interest including Staff/Management relationships

(*b*) Questions affecting wages and salaries and other terms and conditions of service generally shall not be determined by the Council but shall be referred to the Central Joint Council.

(*c*) Individual cases will be considered if they can be regarded as test cases, involving questions of general principle.

3. Procedure

(*a*) The Council shall meet once a quarter at such times and places as the Chairman may determine. Special meetings shall be subject to arrangement between the representatives and the Chairman and shall meet at such times and places as the Chairman shall direct.

(*b*) All matters which either Management or any one of the Unions desire to be referred to the Council shall in the first place be submitted to the Secretary 21 days prior to the date of the meeting.

UGANDA)

s and Harbours

s and Harbours

(Kenya).

ys and Harbours

ay Asian Union

frican Union.

(*c*) The agenda for the meetings will be prepared by the Secretary and approved by the Chairman. The agenda, together with memoranda, will then be submitted to each member of the Council 14 days before each meeting. No question which is not on the agenda shall be discussed except with the express consent of the Council.

(*d*) If the Chairman is unable to attend a meeting, he shall previously nominate from the remaining members of the Management representatives of the Council a Chairman for the meeting.

(*e*) In cases where satisfactory settlement cannot be reached, or there is any doubt as to whether a question is within the jurisdiction of the Council, the question shall be referred to the Central Joint Council for advice and decision.

(*f*) Decisions shall be arrived at as far as possible by mutual agreement, failing which the procedure in 3 (*e*) shall be adopted.

(*g*) The Council shall have the power to appoint committees from amongst its members with specifically defined terms of reference to deal with such matters as it may decide.

(*h*) The Chairman of the Council, when possible, shall be Chairman of any committee. Otherwise the members present shall among themselves by mutual consent elect a member to act as Chairman for that or for the remainder of the meeting.

(*i*) The Council shall have the power to appoint a committee to deal with disputes as provided for in Clause 4 (*d*) of the Disputes Procedure.

(*j*) Minutes of the meetings of the Council shall be prepared by the Secretary and a copy thereof shall be submitted to the members, the General Manager and the Unions within 14 days of the meeting.

(*k*) Management or any one of the Unions shall have the right to call witnesses (who shall be normally employees of the Administration) for a particular question under discussion. Any witness shall be permitted to make a statement and answer questions pertaining to the subject matter for which he has been called.

(*l*) All members of the Council/Committee shall be regarded as "on duty" for the period of the meetings.

(*m*) The Staff Side shall have provision for assembling together one day prior to the day of the Council meeting.

(*n*) Amendments to the constitution of the Council will only be made with the consent of the Central Joint Council.

by the Secretary and
with memoranda, will
il 14 days before each
hall be discussed except

all previously nominate
representatives of the

ached, or there is any
diction of the Council,
Council for advice and

utual agreement, failing

nmittees from amongst
rence to deal with such

ll be Chairman of any
among themselves by
nan for that or for the

ommittee to deal with
Disputes Procedure.

pared by the Secretary
members, the General
eting.

he right to call witnesses
tration) for a particular
permitted to make a
ubject matter for which

regarded as "on duty"

together one day prior

l only be made with the

EAST AFRICAN RAILWAYS AND HARBOURS

LOCAL STAFF COMMITTEE

MODEL CONSTITUTION

1. A Local Staff Committee may be established at any station, workshop, depot or other place of employment at which the number of regular employees is 50 or over.

(*Note.*—The precise constitution and boundary of each Committee will be drawn up to meet the local requirements and if necessary there may be more than one established in any one place.)

2. The *objects* of a Local Staff Committee shall be—

(*a*) to provide a recognized means of consultation between the Management and staff at local level;

(*b*) to prevent friction and misunderstanding;

(*c*) to give staff a wider interest in their work and in the conditions under which it is performed;

(*d*) to keep staff informed of and to explain the contents of any directive which affects their conditions of employment;

(*e*) to keep staff informed of general matters of interest concerning the work of the Administration.

3. The *functions* of a Local Staff Committee shall be to consider and attempt to resolve such matters as—

(*a*) local disputes;

(*b*) means of improving the co-operation between the Management and the staff with the object of achieving increased efficiency and promoting the well-being of the staff;

(*c*) shift working and meal intervals;

(*d*) questions of physical welfare at the place of employment (this does not include the allocation of housing but will include such matters as working conditions, accident prevention, first aid, canteens);

(*e*) individual grievances as provided for in Annexure C to the Memorandum of Agreement;

(*f*) other matters as the Chairman allows for discussion.

4. The functions of Local Staff Committees do not include questions of discipline or questions relating to determination of wages and salary levels and general terms and conditions of service (other than of purely local application).

5. The composition of Local Staff Committees shall be as widely representative of all grades and vocations of staff concerned as possible.

(*Note.*—The grouping of staff representatives shall be in accordance with the needs of each Committee and decided at the time of the Committee's inception.)

6. A Local Staff Committee shall consist of not less than four and not more than 12 members of the staff concerned and up to four representatives of the Management. Management shall appoint a secretary who shall not be a member of the Committee.

7. The staff members of a Local Staff Committee shall be elected by ballot by the staff concerned. Notwithstanding the foregoing, if any Union can demonstrate to the satisfaction of the Territorial Council that at least 66⅔ per cent of the staff in the grades and vocations for which a Local Staff Committee is to be established are members of the Union, the Union concerned may claim the right to nominate the staff members of the Committee representing such grades and vocations. No employee shall be eligible to vote in an election of a Local Staff Committee unless he or she has served a minimum period of six months with the Administration. No employee shall be eligible to stand for election or be nominated as a member of a Local Staff Committee unless he or she has served a minimum period of one year with the Administration.

8. Staff members of a Local Staff Committee shall hold office for a period of twelve months from the date of election or nomination and shall be eligible for re-election or re-nomination at the end of that period. A member is authorized to appoint a deputy, approved by the group he represents, to act in his unavoidable absence.

9. Casual vacancies among the staff members of a Local Staff Committee shall be filled by election as prescribed, but a member so elected shall only hold office for the remainder of the period for which his predecessor was elected.

10. When the members are elected by ballot, the Unions may each nominate one member as their representative on a Local Staff Committee. Such representative shall be a full member of the Committee.

11. The Management representatives on a Local Staff Committee shall be appointed by the Head of Department(s) who shall also nominate a Chairman from amongst his representatives, who shall act as Chairman at all meetings. In the event of more than one department being represented the most senior Management representative shall be appointed Chairman.

12. By permission of the Chairman the Committee shall have the right to call expert or interested witnesses (who shall be employees of the Administration) for a particular question under discussion. Any witness shall be permitted to make a statement and answer questions pertaining to the subject matter for which he has been called.

13. In cases where satisfactory settlement cannot be reached either side may refer the matter to the appropriate Territorial Council.

14. *Standing Orders for Meetings of Local Staff Committees.*—(*a*) The Committee shall assemble and adjourn at such hours as may be determined by the Chairman and these shall be normally in working hours.

(*b*) Items may be submitted for the agenda by either the Management or Staff representatives.

(*c*) The agenda of the business shall be submitted by the Secretary to the Chairman and each member of the Committee at least seven days before a meeting (except in the case of special meetings).

(*d*) No business other than that appearing on the agenda shall be transacted at any meeting without consent of the Chairman.

(*e*) The presence of at least two-thirds of the number of staff representatives and the Chairman or his nominee shall be necessary to form a quorum at all meetings.

(*f*) No member of the Committee shall leave the meeting unless he obtains permission from the Chairman to do so.

e elected by ballot
Union can demon-
st 66⅔ per cent of
f Committee is to
ed may claim the
enting such grades
lection of a Local
of six months with
for election or be
or she has served

office for a period
d shall be eligible
mber is authorized
in his unavoidable

l Staff Committee
ted shall only hold
sor was elected.

may each nominate
e. Such representa-

ommittee shall be
inate a Chairman
at all meetings. In
ost senior Manage-

have the right to
he Administration)
ll be permitted to
t matter for which

ed either side may

mittees.—(*a*) The
be determined by

e Management or

e Secretary to the
ys before a meeting

shall be transacted

staff representatives
n a quorum at all

unless he obtains

(*g*) No member of the Committee shall suffer a reduction in pay for loss of time in attending an authorized meeting.

(*h*) The minutes of all meetings shall be signed by the Chairman and Secretary.

(*i*) The Secretary shall keep a copy of all minutes of Committee meetings in a proper place, for record purposes.

(*j*) Copies of the minutes of all meetings shall be sent to the members of the Committee, the Head of Department(s), the Industrial Relations Officer and the local branch of the Union, within seven days of the meeting, and shall be displayed in English and Swahili upon notice boards for the information of all concerned.

(*k*) The Committee shall have the power to appoint a limited number of sub-committees with specifically defined terms of reference to deal with such matters as it may decide, including "local disputes". In the case of a local dispute, the staff side shall consist of representatives of the grade or group of grades and vocations concerned. In the event of failure to reach agreement of a "local dispute" by the Committee the dispute may be referred to the Territorial Council by either side.

(*l*) Copies of the constitution shall be given to all members of the Committee.

(*m*) No alteration or amendment to the constitution of any Committee shall be made without one clear month's notice being given in writing by the side desiring the alteration or amendment, nor until it has been agreed, after acceptance by the Committee, by the Territorial Council whose decision will be final.

(*n*) Meetings shall normally be held at two months' interval. Special meetings may be called subject to arrangement between representatives and the Chairman.

G.P.K. 4418—10m—3/62

EAR&H: Industrial Relations Machinery. 1962. TS Papers of African Trade Unions: East African Railways and Harbours (EAR&H) Box 1 B10. Nuffield College Library, Oxford University. Decolonization: Politics and Independence in Former Colonial and Commonwealth Territories, link.gale.com/apps/doc/HBIMJB350961315/DPIT?u=webdemo&sid=bookmark-DPIT&xid=b7f1c9cd&pg=1. Accessed 4 Dec. 2022.